**David S Kohm** 

1414 W. Randol Mill Rd., Suite 118 Arlington, TX 76012

Bar Number: 11658563 Phone: (817) 861-8400

# IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re: Abdalla Shebli Al Atoum xxx-xx-3444 § Case No:

§ Chapter 13

§

Kimberly Yvette Al Atoum xxx-xx-9503

525 Spicewood Drive DeSoto, TX 75115

Debtor(s)

# DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

#### **DISCLOSURES**

$   \overline{\checkmark} $	This Plan does not contain any Nonstandard Provisions.
	This Plan contains Nonstandard Provisions listed in Section III.
	This Plan does not limit the amount of a secured claim based on a valuation of the Collateral for the claim
	This <i>Plan</i> does limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim.
This	Plan does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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 Plan Payment:
 \$2,924.00
 Value of Non-exempt property per § 1325(a)(4):
 \$0.00

 Plan Term:
 60 months
 Monthly Disposable Income per § 1325(b)(2):
 \$0.00

 Plan Base:
 \$175,440.00
 Monthly Disposable Income x ACP ("UCP"):
 \$0.00

Applicable Commitment Period: 36 months

Case No:

Debtor(s): Abdalla Shebli Al Atoum

Kimberly Yvette Al Atoum

#### **MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

# SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

Debtor(s) propose(s) to pay to the Trustee the sum of:  \$2,924.00	A.	PL	AN PAYMENTS:				
For a total of \$175,440.00 (estimated "Base Amount").  First payment is due 8/2/2019  The applicable commitment period ("ACP") is 36 months.  Monthly Disposable Income ("DI") calculated by Debtor(s) per § 1325(b)(2) is: \$0.00  The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the Debtor(s), shall be no less than: \$0.00  Debtor's(s') equity in non-exempt property, as estimated by Debtor(s) per § 1325(a)(4), shall be no less than: \$0.00  B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:  1. CLERK'S FILING FEE: Total filing fees paid through the Plan, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.  2. STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES: Trustee's Percentage Fee(s) and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).  3. DOMESTIC SUPPORT OBLIGATIONS: The Debtor is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligation gmonthly payments:  DSO CLAIMANTS  SCHED. AMOUNT  **TERM (APPROXIMATE)* TREATMENT (MONTHS TO ) \$ PER MO.  C. ATTORNEY FEES: To Law Office of David S Kohm & Associates , total: \$3,700.00 ;			Debtor(s) propose(s) to pay to the Trustee the su	ım of:			
First payment is due8/2/2019  The applicable commitment period ("ACP") is36 months.  Monthly Disposable Income ("DI") calculated by			<b>\$2,924.00</b> per month, months <b>1</b> to <b></b>	60			
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Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:    DSO CLAIMANTS   SCHED. AMOUNT   %   TERM (APPROXIMATE)   TREATMENT (MONTHS TO)   \$ PER MO.    C. ATTORNEY FEES: To Law Office of David S Kohm & Associates _, total: \$3,700.00 ;			anended) and 20 0.0.0. § 000(e)(1) and (2).				
the following monthly payments:    DSO CLAIMANTS   SCHED. AMOUNT   %   TERM (APPROXIMATE)   TREATMENT (MONTHS TO)   \$ PER MO.    C. ATTORNEY FEES: To Law Office of David S Kohm & Associates _, total: \$3,700.00 ;		3.					
DSO CLAIMANTS         SCHED. AMOUNT         %         TERM (APPROXIMATE) (MONTHS TO)         TREATMENT \$ PER MO.           C. ATTORNEY FEES: To Law Office of David S Kohm & Associates _, total:				ion Domestic Suppor	t Obligations	s per Schedule "E/F" shall b	e paid in
C. ATTORNEY FEES: To Law Office of David S Kohm & Associates , total: \$3,700.00 ;			the following monthly payments.				
C. ATTORNEY FEES: To Law Office of David S Kohm & Associates , total: \$3,700.00 ;			DSO CLAIMANTS	SCHED. AMOUNT	%	TERM (APPROXIMATE)	TREATMENT
					<del>_</del>	(MONTHS TO)	\$ PER MO.
	C.	ΑТ	TORNEY FEES: To Law Office of David S Koh	nm & Associates at	otal: <b>\$3</b>	. <b>700.00</b> :	
						,,	

Case No:

Debtor(s): Abdalla Shebli Al Atoum

**Kimberly Yvette Al Atoum** 

# D.(1) PRE-PETITION MORTGAGE ARREARAGE:

AnnieMac Home Mortgage Homestead	\$15,224.48	07/01/2019	0.00%	Month(s) 1-60	Pro-Rata
	ARR. AMT	ARR. THROUGH		(MONTHS TO)	
MORTGAGEE	SCHED.	DATE	%	TERM (APPROXIMATE)	TREATMENT

# D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
AnnieMac Home Mortgage Homestead	58 month(s)	\$1,872.72	10/1/2019

# D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
AnnieMac Home Mortgage Homestead	\$3,745.44	8/1/2019 - 9/1/2019	0.00%	Month(s) 1-60	Pro-Rata

#### E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT Per Mo.
\$9,244.00	\$9,244.00	0.00%	Month(s) 1-60	\$155.00
\$8,214.37	\$8,875.00	6.00%	Month(s) 1-60	\$159.00
\$3,899.00	\$3,899.00	0.00%	Month(s) 1-60	\$65.00
\$4,094.35	\$4,075.00	0.00%	Month(s) 1-60	\$68.00
SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
	\$9,244.00 \$8,214.37 \$3,899.00 \$4,094.35	\$9,244.00 \$9,244.00 \$8,214.37 \$8,875.00 \$3,899.00 \$3,899.00 \$4,094.35 \$4,075.00	\$9,244.00 \$9,244.00 0.00% \$8,214.37 \$8,875.00 6.00% \$3,899.00 \$3,899.00 0.00% \$4,094.35 \$4,075.00 0.00%	\$9,244.00 \$9,244.00 0.00% Month(s) 1-60 \$8,214.37 \$8,875.00 6.00% Month(s) 1-60 \$3,899.00 \$3,899.00 0.00% Month(s) 1-60 \$4,094.35 \$4,075.00 0.00% Month(s) 1-60

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

Case No:

Debtor(s): Abdalla Shebli Al Atoum

**Kimberly Yvette Al Atoum** 

#### E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

<u>A</u> .				
CREDITOR /	SCHED. AMT.	%	TERM (APPROXIMATE)	TREATMENT
COLLATERAL			(MONTHS TO)	Per Mo.
В.				
CREDITOR /	SCHED. AMT.	%		TREATMENT
COLLATERAL				Pro-rata

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

### F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

Westgate Resorts Time Share	\$10,000.00	\$2,000.00	Surrender
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the Debtor(s).

#### G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

	CREDITOR		COLLATE	ERAL	SCHED. AMT.
Н.	PRIORITY CREDITORS OTHER THAN DOMESTIC S	UPPORT OB	LIGATIONS:		
	CREDITOR		SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT

(MONTHS

TO

Debtor(s): Abdalla Shebli Al Atoum

Kimberly Yvette Al Atoum

# I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
•			

JUSTIFICATION: \_\_\_\_\_

# J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
AdAstra Recovery Services	\$0.00	
AH4R Properties, LLC	\$9,133.47	
Albertsons	\$197.00	
Bailey & Galyen	\$585.00	
Capital One Bank (USA), N.A.	\$1,230.75	
Capital One Bank (USA), N.A.	\$939.00	
Capital One Bank (USA), N.A.	\$1,230.75	
Capital One Bank (USA), N.A.	\$428.79	
Capital One Bank (USA), N.A.	\$939.00	
ccs	\$0.00	
Check N' Go	\$1,575.00	
Choctaw Travel Plaza	\$3,000.00	
Citibank / The Home Depot	\$770.64	
Citibank / The Home Depot	\$864.37	
City of Cedar Hill Global Water Mangagme	\$229.00	
City of Dallas Water Utility	\$500.00	
CKS Financial	\$0.00	
Client Services, Inc.	\$0.00	
Client Services, Inc.	\$0.00	
Comenity Bank/Beals	\$367.61	
Convergent Outsourcing	\$0.00	
Credit Management	\$0.00	
Credit One Bank	\$735.49	
Credit Protection Agency	\$0.00	
Credit System International, Inc.	\$0.00	
Dallas County Check Division	\$307.32	
Daniel McCabe, Attorney at Law	\$0.00	
Dish Network	\$375.00	
Duvera Collections	\$0.00	
Easy Pay Finance	\$2,433.02	
Easy Pay Finance	\$895.87	
EMoney USA Holdings, LLC	\$1,644.00	
Fast Cash	\$1,600.00	
First Cash Pawn	\$600.00	
First Cash Pawn	\$600.00	
First Premier Bank	\$731.86	

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

Kimberly Yvette Al Atoum	
First Premier Bank	\$738.11
First Premier Bank	\$1,311.26
First Premier Bank	\$1,354.24
Fortiva Credit Card	\$1,774.55
Genesis Bankcard Service/Indigo Credit C	\$532.84
Genesis Bankcard Service/Indigo Credit C	\$498.66
Genesis Bankcard Service/Milestone Bank	\$0.00
Global Payment Check Service	\$0.00
Green Mountain Energy	\$722.00
Hermanos Sanchez Auto Sales	\$10,000.00
HRRG	\$0.00
Justice of the Peace	\$0.00
Kohl's	\$510.29
Kroger Recovery	\$930.02
Lend Up	\$600.00
Lend Up	\$600.00 \$600.00
-	
Lendgreen	\$1,856.21 \$7,008.07
Lending Club Corporation	\$7,008.07
Lonestar Hospital Medicine Association	\$227.00
Lonestar Hospital Medicine Association	\$806.00
Methodist Health System	\$11,748.50
Midwest Recovery Services	\$0.00
Nebraska Furniture Mart	\$1,055.57
Nebraska Furniture Mart	\$539.68
Northwood Asset Management	\$0.00
NTTA	\$1,035.76
Opportun Loan	\$297.00
Plain Green Loans	\$2,494.00
Prime Financial Services	\$10,836.00
Progressive Leasing	\$1,200.00
Progressive Leasing	\$1,500.00
Quest Diagnostics	\$208.81
Radiology Associates of North Texas	\$43.00
Radiology Associates of North Texas	\$168.00
Radiology Associates of North Texas	\$293.00
Reliant Energy	\$195.57
Reliant Energy	\$400.00
Republic Services	\$ <del>7</del> 51.91
Santander	\$751.91 \$14,252.00
	•
Scott Sandlin Homes, LTD	\$7,500.00
Southwest Credit Systems, LP	\$0.00
Speedy Cash	\$1,831.65
Speedy Cash	\$1,081.00
Sprint	\$778.38
Synchrony Bank	\$1,422.39

Case No:

Debtor(s): Abdalla Shebli Al Atoum

TOTAL SCHEDULED UNSECURED:

Kimberly Yvette Al Atoum

Texas Physician Resources	\$1,254.00	
Texas Real Estate Commission	\$1,000.00	
Time Warner/Spectrum	\$871.93	
Title Max of Texas	\$19.35	Unsecured portion of the secured debt (Bifurcated)
Total Visa	\$607.19	
Transworld Systems, Inc.	\$0.00	
Valley Collection Service	\$0.00	
Velocity Portfolio Group	\$0.00	
Vital Recovery Services	\$0.00	
WebCollex, LLC	\$0.00	
Westgate Resorts	\$8,000.00	Unsecured portion of surrendered property

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

#### K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

TXU Flectric		Assumed	\$0.00		
	§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT

\$132,766.88

# SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

#### A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

# B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

#### C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trust*ee in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

#### D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

# D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Case No:

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan, Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

#### D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

#### E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

### E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

#### F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

#### G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

Debtor(s): Abdalla Shebli Al Atoum

**Kimberly Yvette Al Atoum** 

### H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

#### I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

#### J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

#### K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

#### L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

#### M. ADDITIONAL PLAN PROVISIONS:

Any additional Plan provisions shall be set out in Section III, "Nonstandard Provisions."

#### N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

### O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

# P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

#### Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

#### **R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

Case No:

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

# S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

# T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

#### U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

- 1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.
- 2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.
- 3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.
- 4th -- Attorney Fees in C, which must be designated to be paid pro-rata.
- 5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.
- 7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

Case No:

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

#### V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

#### W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No:

Debtor(s): Abdalla Shebli Al Atoum

Kimberly Yvette Al Atoum

# SECTION III NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

N	o	n	e.

I, the undersigned, hereby certify that the Plan contains no nonstandard provisions other than those set out in this final paragraph.

/s/ David S. Kohm	
David S. Kohm, Debtor's(s') Attorney	Debtor (if unrepresented by an attorney)
Debtor's(s') Chapter 13 Plan (Containing a Motion for	Valuation) is respectfully submitted.
/s/ David S. Kohm	11658563

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Case No:

Debtor(s): Abdalla Shebli Al Atoum

Kimberly Yvette Al Atoum

#### **CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the 3rd day of July, 2019

(List each party served, specifying the name and address of each party)

July 3, 2019 /s/ David S. Kohm Dated:

David S. Kohm, Debtor's(s') Counsel

Abdalla Shebli Al Atoum Bailey & Galyen 445 E. FM 1382, #3-555 xxxx0519 Cedar Hill, TX 75104-6047 Attorneys at Law

861 W. John Carpenter Frwy

Irving, TX 75039

Capital One Bank (USA), N.A. xxxx-xxxx-xxxx-2256 P.O. Box 71083

Charlotte, NC 28272-1083

AdAstra Recovery Services 7330 W. 33rd St. North, Suite 118

Wichita, KS 67205-1880

Barry & Stewart, PLLC xx-xx-xxxxx-x/xx-xxxx248L 4151 Southwest Freeway, Suite 680

Houston, TX 77027

CCS

725 Canton Street Norwood, MA 02062

AH4R Properties, LLC 280 E Pilot Rd #200

Las Vegas, NV 89119

Capital One Bank (USA), N.A.

xxxx-xxxx-xxxx-5756 P.O. Box 30285

Salt Lake City, UT 84130-0285

Certegy Check Services, Inc.

P.O Box 30046 Tampa FL 336303046

Albertsons xxx2260 P.O. Box 29241

Phoenix, AZ 85038-9241

Capital One Bank (USA), N.A.

xxxx-xxxx-xxxx-2524 PO Box 85617

Richmond, VA 23285-5617

Check N' Go xxxx7406

P.O. Box 36378 Cincinnatti, OH 45236

AnnieMac Home Mortgage

xxxxxx1163

1 Corporate Drive, Suite 360

Lake Zurich, IL 60047

Capital One Bank (USA), N.A.

xxxx-xxxx-xxxx-0403 P.O. Box 60599

City of Industry, CA 91716-0599

Choctaw Travel Plaza 4015 Choctaw Rd Durant, OK 74701

Attorney General

Collection Division/BK Section

P.O. Box 12548

Austin, TX 78711-2548

Capital One Bank (USA), N.A.

xxxx-xxxx-xxxx-0026

P.O. Box 30281

Salt Lake City, UT 84130-0281

Citibank / The Home Depot

xxxxxxxxxxxx8892 PO Box 78011 Phoenix, AZ 85062

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

Citibank / The Home Depot xxxxxxxxxxx1886

Phoenix, AZ 85062

PO Box 78011

Convergent Outsourcing 800 SW 39th St. Renton, WA 98057 Dish Network xxxxxxxxxxx9240 Dept. 0063

Palatine, IL 60055-0063

City of Cedar Hill Global Water

Mangagme xx4800

P.O. Box 205232 Dallas, TX 75320-5232 County Court at Law No. 2 Dallas County, Texas

George L. Allen, Sr. Courts Bldg., 600 Commerce St... 5th floor

Dallas, Texas 75202

**Duvera Collections** 

3220 Executive Ridge, #200

Vista, CA 92081

City of Dallas Water Utility

xxxxx9528 1500 Marilla St. Dallas, Texas 75201 Credit Management PO Box 118288

Carrollton, TX 75011-8288

Easy Pay Finance

xxx7509 P.O. Box 2549

Carlsbad, CA 92018

CKS Financial P.O. Box 2856

Chesapeake, VA 23327-2856

Credit One Bank xxxx-xxxx-4572 P.O. Box 60500

City of Industry, CA 91716

Easy Pay Finance

xxx7505 P.O. Box 2549 Carlsbad, CA 92018

Client Services, Inc.

3451 Harry S. Truman Blvd. St Charles, MO 63301-4047

Credit Protection Agency

P.O. Box 207899 Dallas, TX 75320-7899 EMoney USA Holdings, LLC

xxx0007

8700 Statesline Rd., # 350 Leakwood, KS 66206

Comenity Bank/Beals xxxxxxxxxxxx9567 P.O. Box 659465

San Antonio, TX 78265-9465

Credit System International, Inc.

1277 Country Club Ln. Fort Worth, Texas 76112 Fast Cash 3444

3724 S. Carrier Pkwy, #111 Grand Prairie, TX 75052

Comptroller of Public Accounts Revenue Accounting Division

P.O. Box 13528 Austin, TX 78711 Dallas County Check Division

xx6900

133 N. Riverfront Boulevard, LB19

Dallas, TX 75207

First Cash Pawn

3444

3209 Forest Lane Garland, TX 75042

Conn's xxxxx0670 3295 College St

Beaumont, TX 77701-4611

Daniel McCabe, Attorney at Law

xx-xxxxx198H

4025 Woodland Park Boulevard, Suite

190

Arlington, TX 76013

First Premier Bank xxxx-xxxx-xxxx-0166 P.O. Box 5529 Sious Falls, SD 57117

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Case No:

Debtor(s): Abdalla Shebli Al Atoum

**Kimberly Yvette Al Atoum** 

First Premier Bank xxxx-xxxx-xxxx-0174 3820 N. Louise Ave. Sioux Falls, SD 57107 Global Payment Check Service P.O. Box 66158

Chicago, IL 60666

Kohl's

xxxxxxxx2401 PO Box 3084

Milwaukee, WI 53201-3120

First Premier Bank xxxx-xxxx-xxxx-5644 P.O. Box 2208 Vacaville.CA 95696 Green Mountain Energy P.O. Box 689008 Austin, TX 78768 Kroger Recovery xxxxx4893 P.O. Box 1259 Oaks. PA 19456

Lend Up

Lend Up 3444

First Premier Bank xxxx-xxxx-xxxx-4217 601 S. Minnesota Ave. Sioux Falls, SD 57104 Hermanos Sanchez Auto Sales 5959 W. Jefferson, Ste. B Dallas, TX 75211

9503 1750 Broadway, Ste. 300 Oakland, CA 94612

Fortiva Credit Card xxxx-xxxx-xxxx-8808 PO Box 790156 Saint Louis, MO 63179-0156 HRRG P.O. Box 8486 Coral Springs, FL 33075

237 Kearney St., # 372 San Francisco, CA 94108

Garys Used Cars x0052 5515 Singleton Blv Dallas, TX 75212

Beaverton, OR 97076

Hughes, Waters & Askanases, L.L.P. Three Allen Center 1201 Louisiana St., 28th Floor Houston, Texas 77002 Lendgreen xxxxxxx14-00 P.O. Box 221

Lac du Flambeau, WI 54538-0221

Genesis Bankcard Service/Indigo Credit C xxxxxxxxxxx1471 PO Box 4499 Internal Revenue Service Special Procedures - Insolvency P.O. Box 7346 Philadelphia, PA 19101-7346 Lending Club Corporation 71 Stevenson Street, Ste. 300 San Francisco, CA 94105

Genesis Bankcard Service/Indigo Credit C xxxxxxxxxxxx3160 PO Box 23013 Columbus, GA 31902 Justice of the Peace xx-xxxx248L Precinct 4-2, Dallas County 106 W. Church St., Ste. 210 Grand Prairie, TX 75050 Lonestar Hospital Medicine Association P.O. Box 630707 Cincinnatti, OH 45263-0707

Genesis Bankcard Service/Milestone Bank xxxx-xxxx-xxxx-8143 PO Box 4477 Beaverton, OR 97076-4477 Justice of the Peace xx-xxxxx198H Precint 1, Place 1 7201 S. Polk Dallas, TX 75237 Lonestar Hospital Medicine Association P.O. Box 740512 Cincinnatti, OH 45274

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Case No:

Debtor(s): Abdalla Shebli Al Atoum

Kimberly Yvette Al Atoum

Methodist Health System

xxxxxxxx1998

1441 N. Beckley Ave. Dallas, Texas 75203

P.O. Box 42560 Philadelphia, PA 19101

Plain Green Loans

xx8454

Radiology Associates of North Texas

801 W Road to Six Flags St #106

Arlington, TX 76012

Midland Credit Management, Inc. 2365 Northside Drive, Suite 300

San Diego, CA 92108

PortFolio Recovery Associates, LLC

P.O. Box 12914 Norfolk, VA 23541 Reliant Energy xxxxx2480 P.O. Box 3765

Houston, Texas 77253

Midland Funding, LLC

Attorneys for

1001 Texas Avenue, Suite 240

Houston, TX 77002

Prime Financial Services

xxxxx3361

4040 Central Expressway, Ste 600

Dallas, TX 75204-3147

Reliant Energy xxxx6617

1201 Fannin Street Houston, TX 77002

Midwest Recovery Services 2747 West Clay Street, Suite A Saint Charles, MO 63301

**Progressive Leasing** 256 Data Drive Draper, UT 84020

Rent A Center 5501 Headquarters Dr. Plano, TX 75075

Nebraska Furniture Mart

P.O. Box 2335 Omaha, NE 68103 Progressive Leasing xxxx1579

256 Data Drive Draper, UT 84020 Republic Services xxxxxxxx2141

1450 E. Cleveland Rd. Hutchins, TX 75141

Northwood Asset Management 3901 Genesee Street, Suite 200

Cheektowga, NY 14225

**Quest Diagnostics** P.O. Box 7306

Hollister, MO 65673

Resurgent Capital Services

P.O. Box 10587

Greenville, SC 29603-0587

NTTA

P.O. Box 660244

Dallas, TX 75266

Radiology Associates of North Texas

816 W. Cannon Street Fort Worth, TX 76104 Santander

5201 Rufe Snow Dr., Suite 400

NRH, TX 76180

Opportun Loan xxx1114 P.O. Box 2252

Menlo Park, CA 94026-2252

Radiology Associates of North Texas

2035

PO Box 1723

Indianapolis, IN 46206-1723

Scott Sandlin Homes, LTD d/b/a Sandlin Homes 5137 Davis Blvd.

North Richland Hills, TX 76180

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

Southwest Credit Systems, LP

4120 International Parkway, Ste. 1100

Carrollton, TX 75007-1958

Texas Real Estate Commission

xx0700

P.O. Box 12188 Austin, TX 78711-2188 Transworld Systems, Inc. 500 Virginia Drive, Suite 514 Fort Washington, PA 19034

Speedy Cash

9503

Attn: Bankruptcy P.O. Box 780408 Wichita, KS 67278 **Texas Workforce Commission** 

Tax Dept. Collection BK Room 556-A Austin, TX 78778 TXU Electric PO Box 666565 Dallas, TX 75266-6565

Speedy Cash

3444

Attn: Bankruptcy P.O. Box 780408 Wichita, KS 67278 Thomas Powers

125 E. John Carpenter Freeway

**Suite 1100** 

Irving, TX 75062-2709

United States Attorney 1100 Commerce St., 3rd Floor

Dallas, TX 75242

Sprint 8369

Attn: Bankruptcy Department

63915 Sprint Pkwy

Overland Parks, KS 66251

Time Warner/Spectrum xxxxxxxxxxx0094 P.O. Box 60074

City of Industry, CA 91716-0074

Valley Collection Service P.O. Box 10130 Glendale, AZ 85318

Synchrony Bank xxxxxxxxxxx6073 P.O. Box 960061 Orlando, FL 32896 Title Max of Texas xxxxxxxxxxxxxx7918 211 W. Camp Wisdom Rd. Duncanville, TX 75116 Velocity Portfolio Group 1800 Route 34N, STe. 404A Wall, NJ 07719

Telecheck

14141 Southwest Freeway, #300

Sugarland, TX 77478

TitleMax of Texas, Inc.(Corprate)
15 Bull Street, Suite 200

Savannah, GA 31401

Vital Recovery Services 3795 Data Drive

Peachtree Corner, GA 30092

Texas Alcohol Beverage Commission

License & Permit Division P.O. Box 13127

Austin, TX 78711-3127

Tom D. Powers

Standing Chapter 13 Trustee 105 Decker Court, Suite 1150

Irving, TX 75062

WebCollex, LLC

505 Independence Parkway Chesapeake, VA 23320

Texas Physician Resources

xxxxx2122 P.O. Box 8776

Fort Worth, TX 76124-0776

Total Visa

xxxx-xxxx-xxxx-3339

PO Box 5220

Sioux Falls, SD 57117-5220

Westgate Resorts

7450 Sandlake Commons Blvd.

Orlando, FL 32819

Case No:

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

William T. Neary Office of the U.S. Trustee 1100 Commerce Street, Room 976 Dallas, Texas 75242 David S Kohm

1414 W. Randol Mill Rd., Suite 118

Arlington, TX 76012

Bar Number: 11658563 Phone: (817) 861-8400

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

Revised 10/1/2016

IN RE: Abdalla Shebli Al Atoum

xxx-xx-3444

CASE NO:

525 Spicewood Drive DeSoto, TX 75115 § §

s §

Kimberly Yvette Al Atoum

xxx-xx-9503

525 Spicewood Drive DeSoto, TX 75115

Debtor(s)

# **AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS** DATED: 7/3/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount		\$2,924.00
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$291.90	\$292.40
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$115.50	\$0.00
Subtotal Expenses/Fees	\$412.40	\$292.40
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$2,511.60	\$2,631.60

# **CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Garys Used Cars	2014 Nissan Rogue (approx. 113, £ 2007 Chrysler 300 (approx. 58, 85 £ 2007 Chrysler 300 (approx. 58, 8	\$8,214.37	\$8,875.00	1.25%	\$110.94
Title Max of Texas		\$4,094.35	\$4,075.00	1.25%	\$50.94

Total Adequate Protection Payments for Creditors Secured by Vehicles:

\$161.88

### **CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
AnnieMac Home Mortgage	Homestead	10/1/2019	\$228,794.00	\$241,260.00	\$1,872.72

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$1,872.72

Debtor(s): Abdalla Shebli Al Atoum
Kimberly Yvette Al Atoum

#### CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Rent A Center	Household Goods	\$3,899.00	\$3,899.00	1.25%	\$48.74

#### **TOTAL PRE-CONFIRMATION PAYMENTS**

\$48.74

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:

# First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$150.94
Debtor's Attorney, per mo:	\$2,311.92
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$48.74

# Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$1,872.72
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$150.94
Debtor's Attorney, per mo:	\$559.20
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$48.74

#### **Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 7/3/2019	
/s/ David S. Kohm	
Attorney for Debtor(s)	

IN RE:	Abdalla Shebli Al Atoum  Debtor	CASE NO.	
	Kimberly Yvette Al Atoum	CHAPTER	13
	Joint Debtor  CERTIFICATE OF S	ERVICE	
was serve	undersigned, hereby certify that on July 3, 2019, a copy of the don each party in interest listed below, by placing each con compliance with Local Rule 9013 (g).	•	· · · · · · · · · · · · · · · · · · ·

/s/ David S. Kohm

David S. Kohm Bar ID:11658563 David S Kohm 1414 W. Randol Mill Rd., Suite 118 Arlington, TX 76012 (817) 861-8400

Abdalla Shebli Al Atoum		
445 E. FM 1382, #3-555		
Cedar Hill, TX 75104-6047		

AnnieMac Home Mortgage xxxxxx1163

1 Corporate Drive, Suite 360 Lake Zurich, IL 60047

Capital One Bank (USA), N.A. xxxx-xxxx-xxxx-5756 P.O. Box 30285 Salt Lake City, UT 84130-0285

AdAstra Recovery Services 7330 W. 33rd St. North, Suite 118 Wichita, KS 67205-1880

Attorney General Collection Division/BK Section

P.O. Box 12548 Austin, TX 78711-2548

Capital One Bank (USA), N.A. xxxx-xxxx-xxxx-2524 PO Box 85617

Richmond, VA 23285-5617

AH4R Properties, LLC 280 E Pilot Rd #200 Las Vegas, NV 89119 Bailey & Galyen xxxx0519 Attorneys at Law 861 W. John Carpenter Frwy

Irving, TX 75039

Capital One Bank (USA), N.A. xxxx-xxxx-xxxx-0403 P.O. Box 60599 City of Industry, CA 91716-0599

Albertsons xxx2260 P.O. Box 29241 Phoenix, AZ 85038-9241 Barry & Stewart, PLLC xx-xx-xxxxx-x/xx-xxxx248L 4151 Southwest Freeway, Suite 680 Houston, TX 77027

Capital One Bank (USA), N.A. xxxx-xxxx-xxxx-0026 P.O. Box 30281 Salt Lake City, UT 84130-0281

IN RE: Abdalla Shebli Al Atoum  Debtor	Abdalla Shebli Al Atoum  Debtor		CASE NO.	
Kimberly Yvette Al Atoum  Joint Deb	otor	CHAPTER	13	
	CERTIFICATE OF SERVICE (Continuation Sheet #1)			
Capital One Bank (USA), N.A. xxxx-xxxx-2256 P.O. Box 71083 Charlotte, NC 28272-1083	City of Cedar Hill Global Water Mangagme xx4800 P.O. Box 205232 Dallas, TX 75320-5232		Convergent Outsourcing 800 SW 39th St. Renton, WA 98057	
CCS 725 Canton Street Norwood, MA 02062	City of Dallas Water Utility xxxxx9528 1500 Marilla St. Dallas, Texas 75201		County Court at Law No. 2 Dallas County, Texas George L. Allen, Sr. Courts Bldg., 600 Commerce St, 5th floor Dallas,Texas 75202	
Certegy Check Services, Inc P.O Box 30046 Tampa FL 336303046	CKS Financial P.O. Box 2856 Chesapeake, VA 23327-2856		Credit Management PO Box 118288 Carrollton, TX 75011-8288	
Check N' Go xxxx7406 P.O. Box 36378 Cincinnatti, OH 45236	Client Services, Inc. 3451 Harry S. Truman Blvd. St Charles, MO 63301-4047		Credit One Bank xxxx-xxxx-xxxx-4572 P.O. Box 60500 City of Industry, CA 91716	
Choctaw Travel Plaza 4015 Choctaw Rd Durant, OK 74701	Comenity Bank/Beals xxxxxxxxxxxxx9567 P.O. Box 659465 San Antonio, TX 78265-9465		Credit Protection Agency P.O. Box 207899 Dallas, TX 75320-7899	
Citibank / The Home Depot xxxxxxxxxxxxx8892 PO Box 78011 Phoenix, AZ 85062	Comptroller of Public Accounts Revenue Accounting Division P.O. Box 13528 Austin, TX 78711		Credit System International, Inc. 1277 Country Club Ln. Fort Worth, Texas 76112	

Citibank / The Home Depot xxxxxxxxxxxxx1886

PO Box 78011 Phoenix, AZ 85062 Conn's xxxxx0670 3295 College St Beaumont, TX 77701-4611 Dallas County Check Division xx6900

133 N. Riverfront Boulevard, LB19

Dallas, TX 75207

IN RE:	Abdalla Shebli Al Atoum	CASE NO.	
	Debtor		
	Kimberly Yvette Al Atoum	CHAPTER 1	3

Joint Debtor **CERTIFICATE OF SERVICE** (Continuation Sheet #2) Daniel McCabe, Attorney at Law First Cash Pawn Genesis Bankcard Service/Indigo Credit xx-xxxxx198H 3444 4025 Woodland Park Boulevard, Suite 3209 Forest Lane xxxxxxxxxxx1471 Garland, TX 75042 PO Box 4499 Arlington, TX 76013 Beaverton, OR 97076 Dish Network First Premier Bank Genesis Bankcard Service/Indigo Credit xxxxxxxxxxxx9240 xxxx-xxxx-xxxx-0166 С Dept. 0063 P.O. Box 5529 xxxxxxxxxxxx3160 Sious Falls, SD 57117 Palatine, IL 60055-0063 PO Box 23013 Columbus, GA 31902 **Duvera Collections** First Premier Bank Genesis Bankcard Service/Milestone 3220 Executive Ridge, #200 xxxx-xxxx-xxxx-0174 Bank Vista, CA 92081 3820 N. Louise Ave. xxxx-xxxx-xxxx-8143 Sioux Falls, SD 57107 PO Box 4477 Beaverton, OR 97076-4477 Global Payment Check Service Easy Pay Finance First Premier Bank P.O. Box 66158 xxx7509 xxxx-xxxx-xxxx-5644 P.O. Box 2549 P.O. Box 2208 Chicago, IL 60666 Carlsbad, CA 92018 Vacaville, CA 95696 Easy Pay Finance First Premier Bank Green Mountain Energy xxx7505 xxxx-xxxx-xxxx-4217 P.O. Box 689008 P.O. Box 2549 601 S. Minnesota Ave. Austin, TX 78768 Carlsbad, CA 92018 Sioux Falls, SD 57104 Fortiva Credit Card Hermanos Sanchez Auto Sales EMoney USA Holdings, LLC xxx0007 xxxx-xxxx-xxxx-8808 5959 W. Jefferson, Ste. B 8700 Statesline Rd., # 350 PO Box 790156 Dallas, TX 75211 Leakwood, KS 66206 Saint Louis, MO 63179-0156

Fast Cash
3444
3724 S. Carrier Pkwy, #111
Grand Prairie, TX 75052

Garys Used Cars
x0052
5515 Singleton Blv
Dallas, TX 75212

HRRG P.O. Box 8486 Coral Springs, FL 33075

IN RE:	Abdalla Shebli Al Atoum	CASE NO.
	Debtor	
	Kimberly Yvette Al Atoum	CHAPTER 13
	Joint Debtor	

### **CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

Hughes, Waters & Askanases, L.L.P. Three Allen Center 1201 Louisiana St., 28th Floor

ases, L.L.P. Lend Up
3444
Floor 237 Kearney St., # 372
San Francisco, CA 94108

Midland Funding, LLC Attorneys for 1001 Texas Avenue, Suite 240 Houston, TX 77002

Internal Revenue Service Special Procedures - Insolvency P.O. Box 7346 Philadelphia, PA 19101-7346

Houston, Texas 77002

Lendgreen xxxxxxx14-00 P.O. Box 221

Lac du Flambeau, WI 54538-0221

Midwest Recovery Services 2747 West Clay Street, Suite A Saint Charles, MO 63301

Justice of the Peace xx-xxxx248L Precinct 4-2, Dallas County 106 W. Church St., Ste. 210 Grand Prairie, TX 75050 Lending Club Corporation 71 Stevenson Street, Ste. 300 San Francisco, CA 94105 Nebraska Furniture Mart P.O. Box 2335 Omaha, NE 68103

Justice of the Peace xx-xxxxx198H Precint 1, Place 1 7201 S. Polk Dallas, TX 75237 Lonestar Hospital Medicine Association P.O. Box 630707

Cincinnatti, OH 45263-0707

Northwood Asset Management 3901 Genesee Street, Suite 200 Cheektowga, NY 14225

Kohl's xxxxxxxx2401 PO Box 3084 Milwaukee, WI 53201-3120 Lonestar Hospital Medicine Association P.O. Box 740512 Cincinnatti, OH 45274

NTTA P.O. Box 660244 Dallas, TX 75266

Kroger Recovery xxxxx4893 P.O. Box 1259 Oaks, PA 19456 Methodist Health System xxxxxxxx1998 1441 N. Beckley Ave. Dallas, Texas 75203 Opportun Loan xxx1114 P.O. Box 2252 Menlo Park, CA 94026-2252

Lend Up 9503 1750 Broadway, Ste. 300 Oakland, CA 94612 Midland Credit Management, Inc. 2365 Northside Drive, Suite 300 San Diego, CA 92108

Plain Green Loans xx8454 P.O. Box 42560 Philadelphia, PA 19101

IN RE: Abdalla Shebli Al Atoum  Debi		SE NO.
Kimberly Yvette Al Atoum  Joint D		PTER 13
	CERTIFICATE OF SERVICE (Continuation Sheet #4)	
PortFolio Recovery Associates, LLC P.O. Box 12914 Norfolk, VA 23541	Radiology Associates of North Texas 5329 801 W Road to Six Flags St #106 Arlington, TX 76012	Scott Sandlin Homes, LTD d/b/a Sandlin Homes 5137 Davis Blvd. North Richland Hills, TX 76180
Prime Financial Services xxxxx3361 4040 Central Expressway, Ste 600 Dallas, TX 75204-3147	Reliant Energy xxxxx2480 P.O. Box 3765 Houston, Texas 77253	Southwest Credit Systems, LP 4120 International Parkway, Ste. 1100 Carrollton, TX 75007-1958
Progressive Leasing 256 Data Drive Draper, UT 84020	Reliant Energy xxxx6617 1201 Fannin Street Houston, TX 77002	Speedy Cash 9503 Attn: Bankruptcy P.O. Box 780408 Wichita, KS 67278
Progressive Leasing xxxx1579 256 Data Drive Draper, UT 84020	Rent A Center 5501 Headquarters Dr. Plano, TX 75075	Speedy Cash 3444 Attn: Bankruptcy P.O. Box 780408 Wichita, KS 67278
Quest Diagnostics P.O. Box 7306 Hollister, MO 65673	Republic Services xxxxxxxx2141 1450 E. Cleveland Rd. Hutchins, TX 75141	Sprint 8369 Attn: Bankruptcy Department 63915 Sprint Pkwy Overland Parks, KS 66251
Radiology Associates of North Texas	Resurgent Capital Services	Synchrony Bank

816 W. Cannon Street Fort Worth, TX 76104

P.O. Box 10587

Greenville, SC 29603-0587

Santander 5201 Rufe Snow Dr., Suite 400

NRH, TX 76180

Telecheck

14141 Southwest Freeway, #300

Sugarland, TX 77478

xxxxxxxxxxxx6073

Orlando, FL 32896

P.O. Box 960061

Radiology Associates of North Texas 2035 PO Box 1723 Indianapolis, IN 46206-1723

IN RE:	Abdalla Shebli Al Atoum	CASE NO.
	Debtor	
	Kimberly Yvette Al Atoum	CHAPTER 13

Joint Debtor

# **CERTIFICATE OF SERVICE**

(Continuation Sheet #5)

Texas Alcohol Beverage Commission License & Permit Division P.O. Box 13127 Austin, TX 78711-3127 TitleMax of Texas, Inc.(Corprate) 15 Bull Street, Suite 200 Savannah, GA 31401 Vital Recovery Services 3795 Data Drive Peachtree Corner, GA 30092

Texas Physician Resources xxxxx2122 P.O. Box 8776 Fort Worth, TX 76124-0776 Tom D. Powers Standing Chapter 13 Trustee 105 Decker Court, Suite 1150 Irving, TX 75062 WebCollex, LLC 505 Independence Parkway Chesapeake, VA 23320

Texas Real Estate Commission xx0700 P.O. Box 12188 Austin, TX 78711-2188 Total Visa xxxx-xxxx-xxxx-3339 PO Box 5220 Sioux Falls, SD 57117-5220 Westgate Resorts 7450 Sandlake Commons Blvd. Orlando, FL 32819

Texas Workforce Commission Tax Dept. Collection BK Room 556-A Austin, TX 78778 Transworld Systems, Inc. 500 Virginia Drive, Suite 514 Fort Washington, PA 19034 William T. Neary Office of the U.S. Trustee 1100 Commerce Street, Room 976 Dallas, Texas 75242

Thomas Powers 125 E. John Carpenter Freeway Suite 1100 Irving, TX 75062-2709 United States Attorney 1100 Commerce St., 3rd Floor Dallas, TX 75242

Time Warner/Spectrum xxxxxxxxxxxx0094 P.O. Box 60074 City of Industry, CA 91716-0074 Valley Collection Service P.O. Box 10130 Glendale, AZ 85318

Title Max of Texas xxxxxxxxxxxxxx7918 211 W. Camp Wisdom Rd. Duncanville, TX 75116 Velocity Portfolio Group 1800 Route 34N, STe. 404A Wall, NJ 07719